

CONTINGENT FEE AGREEMENT

I hereby constitute and appoint the law firm of *Popper & Yatvin*, as my attorneys to prosecute a claim for damages and/or trespass against those responsible. The claimant is Bernadette Winans, Admin. Estate and the cause of action arose on or about 3/13/11 of Carmelo H. Winans.

I hereby agree that the compensation of my attorneys shall be determined as follows:

Out of whatever sum is received from this claim, either by way of settlement or verdict, my said attorneys shall retain Forty Percent (40%) of the gross recovery as counsel fees.

I hereby authorize my said attorneys to pay out of any proceeds of settlement or trial, any unpaid medical bills for treatment or services made necessary by the injuries sustained in this incident., as well as other lien holders who may have claims against any recovery I may receive, including any Department of Public Welfare or child support liens.

In the event attorney's fees are awarded either by the court or by settlement, my said attorneys shall be entitled to either the attorney's fees or the aforementioned contingency fee, which ever is greater, but not both.

All expenses incident to prosecution of the case are to be born by me, the client, however, **SHOULD NO MONEY BE RECOVERED BY SUIT OR SETTLEMENT**, my said attorneys are to have no claim against me for services rendered or costs expended. However, should the Court award costs or fees to any defendant, these amounts shall be the sole obligation of client. If I dismiss my said attorney, I agree to immediately reimburse my attorneys for all services rendered and costs expended, and I further agree that my said attorneys shall have a lien against my claim, which shall be satisfied by any subsequent counsel I may hire, from any funds received on my behalf.

I Agree to fully cooperate with my attorneys and swear and affirm that all the information provided by me to my attorneys is true, correct and complete, to the best of my knowledge, information and belief. I hereby authorized my attorneys to deposit any check received into a trust account and to disburse funds pursuant to this agreement.

I hereby acknowledge receipt of a duplicate copy of this Contingent Fee Agreement.

Bernadette Winans
Signature

Soc. Sec. #: 0276

Phone #: (267)

Date of Birth: -62

Date: 3-28-11

Cheryl
Approved for *Popper & Yatvin*
Date: 3/28/11

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Signature

Soc. Sec. #: 8114

Phone #: (267)

Date of Birth: 80

Date: 3-14-11


Approved for *Popper & Yatvin*
Date: 3/14/11